



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"
Russ Guiney, Director

August 10, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#23 AUGUST 17, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 1 FOR THE SUBLICENSE OF A PORTION OF THE
CELLULAR TOWER FACILITIES AT ALTADENA GOLF COURSE
(SUPERVISORIAL DISTRICT 5) (3 VOTES)**

SUBJECT

The purpose of the recommended action is to request approval of Amendment No. 1 of an existing License Agreement between the County of Los Angeles and T-Mobile West Corporation to permit T-Mobile West Corporation to sublicense a portion of a cellular tower at Altadena Golf Course.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed actions are categorically exempt from the California Environmental Quality Act in accordance with Section 15301 of the State California Environmental Quality Act Guidelines and Class 1 (e) (r) of the Environmental Document Reporting Procedures and Guidelines, adopted by your Board on November 17, 1987, because the actions consist of leasing of an existing public facility and minor alteration to existing facilities.
2. Approve and instruct the Director of the Department of Parks and Recreation to sign an amendment with T-Mobile West Corporation to sublicense a portion of a cellular tower at Altadena Golf Course, effective September 1, 2010, which will result in additional annual rent in the amount of \$13,200 received from T-Mobile West Corporation, to be used for Altadena Golf Course improvements. This complies with the Public Park Preservation Act of 1971, which requires that any rent received be used for site specific park improvements.
3. Delegate authority to the Director of the Department of Parks and Recreation to execute any future sublicenses of the License Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 28, 2009, your Board conducted a public hearing and at the close of said hearing, approved a License Agreement with Omnipoint Communications, Inc., a subsidiary of T-Mobile USA Inc., to Permit Omnipoint Communications, Inc. to construct, operate and maintain telecommunications equipment and a storage structure at Altadena Golf Course. In November 2009, Omnipoint Communications, Inc. was involved in an internal merger with its sister entity, T-Mobile West Corporation, with T-Mobile West Corporation surviving. Such an assignment is permitted pursuant to the terms of the License Agreement, and does not require the Director's approval. Accordingly, the License Agreement is now with T-Mobile West Corporation.

This request will permit T-Mobile West Corporation to sublicense a portion of its interest in an automated communications facility for wireless telephone services (Communications Facility) at Altadena Golf Course, which will continue to provide improved telecommunications to the area. Equipment to be added on the existing cell tower consists of nine antennas, twelve amplifiers and eighteen transmission lines.

Additionally, this recommended action will enable the Department of Parks and Recreation (Department) to continue to provide services at Altadena Golf Course with no negative impact to its users, and allow the Department to increase the additional monthly rental revenue received from T-Mobile West Corporation.

On May 31, 2005, your Board approved the establishment of the Department Park Improvements Special Fund (PISF). The purpose of this fund is to capture proceeds from sales and leases of park land subject to the Public Park Preservation Act of 1971 (Act), which requires that any rents received in the instant lease, shall be deposited to the PISF and used for improvements at Altadena Golf Course where and when applicable.

Implementation of Strategic Plan Goals

The proposed License Agreement (Agreement) with T-Mobile West Corporation will further the County's Strategic Plan Goals of Operational Effectiveness (Goal 1), by increasing revenues and providing funding for infrastructure improvements at the facility, and Community and Municipal Services (Goal 3), by using revenue to make improvements at the Altadena Golf Course for public recreational use.

FISCAL IMPACT/FINANCING

Pursuant to the terms of the Amendment, T-Mobile West Corporation will pay the County fifty percent of all additional rents collected as a result of any such sublicenses. Presently, it is estimated that the Department will receive an additional \$1,100 per month, or \$13,200 annually, in addition to the rent payments in the Agreement through the end of the term of the Agreement, December 31, 2029.

Operating Budget Impact

Based on the recommended actions, the Department does not anticipate any one-time start-up or ongoing operating costs resulting from the installation of additional communications equipment. The Department is, however, expecting a revenue increase of \$11,000 in rent from the installation to its Fiscal Year (FY) 2010-11 operating budget. The Department will address this increase in its FY 2010-11 Budget during Supplemental Changes.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County is authorized by the provision of Government Code Section 25526.6 to license its property to a public utility if your Board finds that such conveyance is in the public interest and that the interest in the land conveyed will not substantially conflict or interfere with the use of the property by the County.

Pursuant to the current contract terms all assignments and delegation, except for an assignment to an affiliate or subsidiary, are presented as an agenda item for Board's approval. Under the recommended action, the Director of the Department will use delegated authority to execute Amendment No 1. and any future sublicenses.

County Counsel has approved the attached Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed actions are categorically exempt from California Environmental Quality Act (CEQA) in accordance with Section 15301 of the State CEQA Guidelines and Class 1 (e)(r) of the Environmental Document Reporting Procedures and Guidelines, adopted by your Board on November 17, 1987, because the actions consist of the leasing, of an existing public facility and minor alteration to existing facilities consisting of the addition of telecommunications equipment on an existing cell tower.

CONTRACTING PROCESS

The contracting process does not apply since the proposed Amendment No. 1 is for an existing contract approved by the Board.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects during the performance of the recommended services.

CONCLUSION

It is requested that an adopted copy of the action taken by the Board and a fully executed copy of the attached Amendment Number 1 be mailed to: T-Mobile West Corporation, Attn: PCS Leasing Administrator/Legal Department, 12920 SE 38th Street, Bellevue, WA. 98006, In addition, it is requested that two adopted copies be forwarded to the Department of Parks and Recreation.

The Honorable Board of Supervisors
8/10/2010
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Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Russ Guiney", with a stylized, flowing script.

RUSS GUINEY
Director

RG:DM:KEH:
SS:rc

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**AMENDMENT NUMBER 1 TO LICENSE AGREEMENT FOR
THE OPERATION OF ANTENNA FACILITIES AT THE
ALTADENA GOLF COURSE**

This License Amendment ("First Amendment"), made and entered into this
_____ day of _____, 2010,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a
body corporate and politic,
hereinafter referred to as
"County", AND

T-Mobile West Corporation, a
Delaware corporation, as successor in
interest to Omnipoint Communications,
Inc., a subsidiary of T-Mobile USA Inc.,
a Delaware corporation,
hereinafter
referred to as "Licensee",

RECITALS:

WHEREAS, County and Licensee entered into a License Agreement (hereinafter: the "Agreement") effective July 28, 2009, for the operation of Antenna Facilities at the Altadena Golf Course, located at 1456 East Mendocino Street, Altadena, CA 91001; and

WHEREAS, Licensee has exercised its right pursuant to Section 8.0 of the Agreement and requested to sublicense portions of the Licensed Premises to New Cingular Wireless PCS, LLC, a Delaware limited liability company ("AT&T"), pursuant to a separate sublease or license agreement between Licensee and AT&T ("AT&T Sublicense"); and

WHEREAS, County and Licensee mutually desire to amend the Agreement in order to reflect said terms and conditions in the Agreement governing the sublicensing of the said Licensed Premises; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1.0 PRIORITY OF AMENDMENTS

In the event of any conflict or inconsistency in definition of interpretation of any word, responsibility, schedule, or the contents of description of any task, deliverable, goods, services or other work, or otherwise, between the base License Agreement and the Amendment, such conflict or inconsistency shall be resolved by giving precedence first to the License Agreement and then to the Amendment in descending numerical order.

2.0 AT&T SUBLICENSE

Notwithstanding anything to the contrary in the Agreement, Director hereby approves and grants consent to Licensee to sublet portions of the Antenna Facilities and ground space within the Licensed Premises to AT&T to locate, operate, maintain and repair its equipment on the Antenna Facilities and within the Licensed Premises.

3.0 CONSIDERATION

2.1 The existing Section 6.1.2 of the Agreement is deleted in its entirety and replaced by the following:

“6.1.2. Effective the day and year above written, the Licensee shall pay the County the following rent per month identified within the following specific License period.

<u>License Period</u>	<u>Monthly Amount</u>
January 1, 2009 – December 31, 2009	\$2,000
January 1, 2010 – December 31, 2010	\$2,070
January 1, 2011 – December 31, 2011	\$2,142
January 1, 2012 – December 31, 2012	\$2,217
January 1, 2013 – December 31, 2013	\$2,295
January 1, 2014 – December 31, 2014	\$2,375
January 1, 2015 – December 31, 2015	\$2,459

January 1, 2016 – December 31, 2016	\$2,545
January 1, 2017 – December 31, 2017	\$2,634
January 1, 2018 – December 31, 2018	\$2,726
January 1, 2019 – December 31, 2019	\$2,821
January 1, 2020 – December 31, 2020	\$2,920
January 1, 2021 – December 31, 2021	\$3,022
January 1, 2022 – December 31, 2022	\$3,128
January 1, 2023 – December 31, 2023	\$3,237
January 1, 2024 – December 31, 2024	\$3,351
January 1, 2025 – December 31, 2025	\$3,468
January 1, 2026 – December 31, 2026	\$3,590
January 1, 2027 – December 31, 2027	\$3,715
January 1, 2028 – December 31, 2028	\$3,845
January 1, 2029 – December 31, 2029	\$3,980

6.1.3. Moreover, in consideration for the Director's consent to sublicense to AT&T pursuant to this First Amendment, effective as of the commencement date of AT&T Sublicense, Licensee shall pay to the County fifty percent (50%) of any rent actually received by Licensee each month, prorated for any partial month ("AT&T Sublicense Fee").

Similarly, in consideration for other sublicenses in the future, subject to the Director's written approval of the sublicense, effective as of the commencement date of each sublicense, Licensee shall pay to the County fifty percent (50%) of any rent actually received by Licensee each month, prorated for any partial month ("Sublicense Fee")

The AT&T Sublicense Fee and subsequent Sublicense Fee(s) (if any) shall increase at a minimum, in the same manner and at

the same time as the adjustment for rent and shall be payable, in advance, together with the rent.

In the event of the expiration or early termination of the AT&T Sublicense or any subsequent sublicense, Licensee shall provide County with written notice of such change, and the respective AT&T Sublicense Fee or Sublicense Fee shall end and no longer be owed, effective upon the date of expiration or early termination of such sublicense.”

4.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

The existing Section 8.1 of the Agreement is deleted in its entirety and replaced by the following:

“8.1 For any change that affects the term, payment or any term, or condition, an Amendment shall be reviewed and approved by the Director and executed by the Licensee and approved by the Board of Supervisors prior to becoming effective. Notwithstanding anything to the contrary, regarding consent for sublicense, The Director has the authority to approve and grant written consent for each sublicense .”

5.0 NOTICES

The existing Section 8.23 of the Agreement is deleted in its entirety and replaced by the following:

“8.23 All notices, requests, demands and communications under the License, as amended hereby, will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid. Notices will be addressed to the parties as follows:

County: County of Los Angeles 301 North Baldwin Avenue Arcadia, CA 91007-2697 Attn: Contract and Golf Operations	Licensee: T-Mobile West Corporation 1855 Gateway Boulevard Suite 900 Concord, CA 94520 Attn: Lease Administrator IE05339B With a copy to: Attn: Legal Department With a copy to: T-Mobile USA, Inc. 12920 SE 38 th Street Bellevue, WA 98006 Attn: Lease Administrator And with a copy to: Attn: Legal Department"
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6.0 ENTIRE AGREEMENT

This First Amendment and the Agreement, constitutes the entire agreement between County and Licensee for the authorized operations and use granted herein within the Property. All other agreements, promises and representations with respect thereto, other than contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, the terms, conditions, promises and covenants relating to the Licensee's operation and the Licensed Premises to be used in the conduct thereof.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, Licensee has executed this First Amendment, or caused it to be fully executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this First Amendment to be executed on its behalf by the Director of the Department of Parks and Recreation on the day and year first above written.

LICENSEE

**T-Mobile West Corporation,
a Delaware corporation**

By _____
Allan Tantillo
Director – Tower Asset Management

COUNTY

**COUNTY OF LOS ANGELES,
a body corporate and politic**

By _____
Russ Guiney, Director
Department of Parks and Recreation

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Christina A. Salseda, Principal Deputy

Market: Los Angeles
Site Number: IE05339B
Site Name: IE339 Altadena Golf Course

COUNTY ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____ before me, _____,
(name and title of officer) personally appeared _____

_____,
proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that ___he executed the
same in his/her authorize capacity, and that by his/her signature on the instrument the
person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

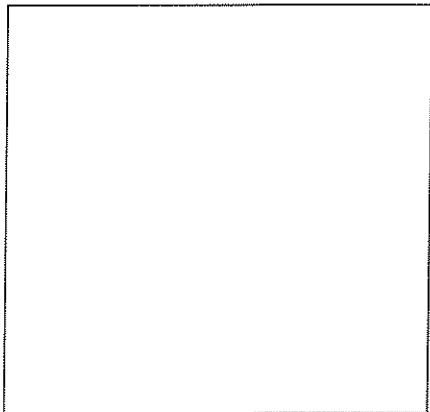
Market: Los Angeles
Site Number: IE05339B
Site Name: IE339 Altadena Golf Course

LICENSEE ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Allan Tantillo** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Director - Tower Asset Management** of **T-Mobile West Corporation, a Delaware corporation**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)